

Contract Work Authorization
Change Order

Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. 2500751944 dated 12/21/2012 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007243 dated 12/21/2012 (the "MSA") between the below-named Contractor ("Contractor"), a Local Government Partner and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: The County of San Luis Obispo

This Change Order consists of 6 pages and all Attachments and Exhibits Indicated herein.

Contractor's Address: 1055 Monterey Street
San Luis Obispo, CA 93408

Project Name: San Luis Obispo Energy Watch

Job Location: PG&E Service Locations

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

The following changes are hereby authorized subject to the terms and conditions contained in the Contract referred to above, and as fully described in Attachment 1 of this Change Order.

1. Revises the value of this CWA per Pricing Changes below;
2. Extends the end date of this CWA from 12/31/2014 until 12/31/2015, subject to the California Public Commission's approval for funding to cover this period;
3. Incorporates all sections of the revised Specific Conditions as fully described in below Attachment 1 of this Change Order;

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.


Attachment No. 1 SOW Addendum – 4 Pages

PRICING CHANGES:	Previous Total CWA Value:	\$ 465,000.00
	Addition or Deduction:	\$494,500.00
	Revised Total CWA Value:	\$959,500.00

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: The County of San Luis Obispo	
Signature		Signature	
Name	Dina Arellanes	Name	
Title	Manager, Sourcing Portfolio	Title	
Date		Date	

APPROVED AS TO FORM
AND LEGAL EFFECT
Rita L. Neal, County Counsel
By:  11.15.2014
Assistant County Counsel Date
SLOCOG Legal Counsel



Contract Work Authorization No. 2500751944
CWA Change Order No. 2
Page 2 of 6

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	
Phone	415.973.6837	Phone	
Email:	TCA2@PGE.com	Email:	
Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Change Order 2 – CWA No. 2500751944

**Attachment 1
SOW Addendum**

San Luis Obispo Energy Watch/County of San Luis Obispo, Contract Number: 2500751944

Vendor Number: 1001225

See SOW below for San Luis Obispo Energy Watch/County of San Luis Obispo

Change Order Number (CCO2) - Attachment 1: Changes to Agreement No. 2500751944

The following changes are hereby authorized subject to the terms and conditions contained in the Contract referred to above, as amended by this Attachment 1. Unless otherwise defined herein, all terms and conditions used herein shall have the same meaning as in the Contract. In the event of any conflicting terms between this Attachment 1 and the Contract, this Attachment 1 shall control.

The purpose of this Change Order Number (CCO2) is to:

- 1.) Update contract total amount to include 2015 budget (Section 4A.1.1)
- 2.) Increase energy savings goals (Section 4A.2)
- 3.) Update PG&E and vendor contact information
- 4.) Modify dates as a result of the Proposed Decision PD.13-11-005
 - a. The following statement applies to all sections within the contract that reference the 2013-2014 program cycle. (Sections 1.1, 1.4, 2.4.3, 4.2.5.2, 4.2.6.2.2, 4.2.6.3)

“The 2013-2014 program cycle has been extended to 2015 due to the Proposed Decision PD.13-11-005. Contract terms will be extended to 2015.”

- b. (Section 2.41.) Change date from January 1, 2013 to January 1, 2015.
- c. (Section 2.4.2) Change date from December 31, 2014 to December 31, 2015
- d. (Section 2.4.3) Change dates from 1) January 1, 2015 to January 1, 2016; and 2) November 15, 2014 to November 15, 2015
- e. (Section 2.4.4) Change dates from 1) January 25, 2015 to January 25, 2016; and 2) December 15, 2014 to December 15, 2015
- f. (Section 3.5.10) Change date from December 31, 2014 to December 31, 2015
- g. (Section 3.5.11) Change date from 1) December 31, 2014 to December 31, 2015;
- h. (Section 3.7.2) Change dates from 1) December 1, 2014 to December 1, 2015 and 2) December 31, 2014 to December 31, 2015
- i. (Section 3.7.3) Change date from December 31, 2014 to December 31, 2015
- j. (Section 3.7.4) Change dates from 1) October 31, 2014 to October 31, 2015 and 2) December 31, 2015 to December 31, 2015
- k. (Section 3.7.6) Change date from November 15, 2014 to November 15, 2015

Change Order 2 – CWA No. 2500751944

- l. (Section 4A.1.1 Change year from 2013-2014 to 2015
- m. (Section 4A.2.1 Change year from 2013-2014 to 2015
- n. (Section 13.1) Change year from 2013-2014 to 2015 and 2) Change date from January 1, 2013 to January 1, 2015
- o. (Exhibit G Program Dates) Change dates 1) 12/x/14 to 12/x/15 and 2) x/x/14 to x/x/15 3) 12/x/15
- p. (Exhibit G Qualifying Dates) Change dates 1) 1/1/13 to 1/1/14 and 2) 12/15/14 to 12/15/15

SOW changes

This section replaces Section 4A.1.1.

4A.1 Program Budget

- 4A.1.1. The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E (the “Contract Budget”), shall not exceed \$959,500. The total payments shall not exceed the following amounts for each payment type without prior written approval from the PG&E Program Manager. After the final invoice for work in 2014 is submitted, the unspent contract funds will no longer be available. Payments for work in 2015 will then be funded from the 2015 budget, as outlined below:

The Program budget is allocated to the following CPUC-specified categories.

	2013-14	2015
Administration:	\$ 22,000	\$ 11,000
Marketing:	\$ 72,000	\$ 36,000
Direct Implementation (non-incentive):	\$243,000	\$221,500
Strategic Energy Resources:	\$236,000	\$118,000
Total Contract Budget:	\$573,000	\$386,500

Implementer understands, acknowledges and agrees that the 2013 – 2014 Program cycle is two (2) years, while the 2015 change order is a one-year extension, and the Program budget is the maximum amount of funding allocated to Implementer for this Program. If Implementer depletes funding prior to the end of the Program cycle, Implementer must shut down the Program for the remainder of the 2015 extension.

Change Order 2 – CWA No. 2500751944

This section replaces Section 4A.2.

4A.2 Program Energy Savings:

- 4A.2.1. The total Program Energy Savings and peak demand reduction goals for the Program are shown in the table below:**

	2013 - 2014	2015
Electricity, kW	453	115
Electricity, kWh	3,041,870	1,044,730
Natural Gas, Therms	0	0

This section replaces Section 11.2:

- 11.2 PG&E hereby designates Moses Gastelum as PG&E's PG&E Program Manager for all matters relating to performance of the authorized Work pursuant to this Agreement.**

This section replaces Section 16.1:

- 16.1 Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile or any nationally recognized overnight courier, first class U.S. mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Requests for proposed contract amendments may be sent by e-mail, but execution of such request shall only be executed pursuant to the terms of an authorized Change Order. Notices shall be addressed as follows:**

Change Order 2 – CWA No. 2500751944

PARTNER CONTRACT REPRESENTATIVE

Name: County of San Luis Obispo

Attention: Trevor Keith

Mailing Address: 1055 Monterey Street, San Luis Obispo, CA 93408

Street Address: 1055 Monterey Street, San Luis Obispo, CA 93408

Telephone: 805-781-1431

Fax:

Email: tkeith@co.slo.ca.us

PG&E PROGRAM MANAGER

Name: Pacific Gas and Electric Company

Attention: Moses Gastelum

Mailing Address: 245 Market Street, Rm 698A, Mail Code N6G, San Francisco, CA 94105

Street Address: 245 Market Street, Rm 698A, San Francisco, CA 94105

Telephone: 415-973-8590

Fax: 415 973-0580

Email: mgga@pgc.com



Contract Change Order

This is Change Order ("CO") No. 1 to Contract No. 4400007243 dated 12/21/2012 between the below-named Contractor ("Contractor"), a Local Government Partner, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: The County of San Luis Obispo

This Contract Change Order consists of 6 pages and all Attachments and Exhibits Indicated herein.

Contractor's Address: 1055 Monterey Street
San Luis Obispo, CA 93408

Project Name: San Luis Obispo Energy Watch

Job Location: Various PG&E Territories

CHANGES: The Parties hereby modify the Contract referenced above as follows:

This Change Order No. 1 does the following:

1. Revises the Rate Schedule;
2. Extends the term date of this MSA from 12/31/2014 until 3/31/2016, subject the California Public Commission's approval for funding to cover this period; and
3. Adds Exhibit 9; "Contractor Document Retention and Production Requirements", and Exhibit 9-A, "Document and Data List".

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment: No 1 "Revised Rate Schedule";

Exhibit 9 "PG&E Contractor Document Retention and Production Requirements"; Exhibit 9-A Document and Data List".

PRICING CHANGES:	Previous Total Contract Value:	\$Total Value of All Authorized CWAs
	Addition or Deduction:	\$Total Value of All Authorized CWAs
	Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: The County of San Luis Obispo	
Signature		Signature	
Name	Dina Arellanes	Name	
Title	Manager, Sourcing Portfolio	Title	
Date		Date	

Attachment 1: PG&E Energy Watch Partnership Contract Change Order

APPROVED AS TO FORM
AND CONTENT
Rita L. Neal, County Counsel
BY: _____
Assistant County Counsel
Date: _____



Change Order No. 1
 Contract No. 4400007243
 Page 2 of 6

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	Trevor Keith
Phone	415.973.6837	Phone	805-781-1431
Email:	tca2@PGE.COM	Email:	tkeith@co.slo.ca.us
Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Attachment 1

Revised Rate Schedule

Vendor Name: County of San Luis Obispo

MSA No. 4400007243

Labor Classification	Hourly Pay Rate
Div. Mgr.	\$126.87
Supervising Planner	\$117.81
Accountant	\$101.34
Sr. Planner	\$108.32
Planner III	\$98.23
Planner I	\$78.23
Tech	\$65.37
Admin. Asst. III	\$55.14

MSA NO. 4400007243

EXHIBIT 9

PG&E Contractor Document Retention and Production Requirements

1. Contractor agrees to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that Contractor is not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the project or its deliverables as follows:

- ☐ a. the documents and data specified in Exhibit 9A to this Contract and/or in individual work authorizations (CWA) under this Contract; or
- ☐ b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 9A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as "PG&E Contractor Documents."

2. Contractor shall store PG&E Contractor Documents in a secure and organized manner. All PG&E Contractor Documents shall be in legible form, whether paper or electronic. In managing and administering PG&E Contractor Documents, Contractor will comply with the requirements of "The Generally Accepted Recordkeeping Principles[®]" (see www.arma.org), or with modified requirements approved in writing by PG&E.
3. Upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract ("Work Completion Date"), PG&E will specify which of PG&E Contractor Documents must be transmitted by Contractor to PG&E ("PG&E Records"), provided however, unless otherwise agreed by PG&E:
 - a. Contractor shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within forty eight (48) hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;
 - b. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;
 - c. With respect to PG&E Contractor Documents not transmitted to PG&E as PG&E Records, Contractor shall retain all such documents for twenty four (24) months after the Work Completion Date ("Post-Termination Retention Period"). During the Post-Termination Retention Period, PG&E Contractor Documents shall be retained by Contractor at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests Contractor to retain PG&E Contractor Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;
 - d. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, Contractor shall make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This Section 3.d. shall not abrogate Contractor's obligation to produce PG&E Records in

MSA NO. 4400007243

an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Contractor shall produce PG&E Records in each of the formats requested.

4. PG&E Contractor Documents shall be treated as confidential and shall not be disclosed to others unless Contractor is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.
5. Contractor shall maintain a system for back-up of electronic PG&E Contractor Documents (e.g., files or databases) so they will be preserved for retrieval in the event that the originals are lost or destroyed.
6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.
7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.
8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 9.
9. The terms and conditions of this Exhibit 9, including Exhibit 9A if attached, shall survive the termination of this Contract.

MSA NO. 4400007243

Exhibit 9A

Document and Data List

If Section 1(a) of Exhibit 9 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

Required Records Include:

- Final incentive applications
- Copies of paid invoices
- Pre-retrofit energy audit reports, – measurement and verification (M&V) plans, reports, and verification reports
- Pre-installation inspection reports
- Post-installation inspection reports
- Program and project related correspondence, including emails
- Final copies of all deliverables outlined in contract with PG&E

Other records that may be required (as applicable) include:

- All spreadsheets in their original, unlocked formats containing the quantities of measures installed, pre- and post- measure wattages, and operating hours with formulas and linkages intact
- Preliminary and final savings calculations and supporting data with documentation to ensure replicability
- Documentation for any deemed, stipulated, or estimated components of ex-ante impact calculations of savings, such as hours of use, measure life/ effective useful life (EUL), remaining useful life (RUL), and incremental/ installed costs (including any analysis or source), and the equation or tool used to determine savings if no 'live' functional spreadsheet is available
- Documentation to support baseline type assignment (code or standard requirement, early retirement, retrofit, replace on burnout, industry standard practice, CPUC policy, etc.)